

EXHIBIT “B”

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47-CV-2016-901600.00
CIRCUIT COURT OF
MADISON COUNTY, ALABAMA
DEBRA KIZER, CLERK

IN THE CIRCUIT COURT OF MADISON COUNTY, ALABAMA

Bentley Automotive, Inc.,
Bentley Auto, Inc.,
and Bentley Group, Inc.

Plaintiffs,

v.

Greenway Automotive Group;
Greenway Automotive Ventures, LLC;
University Hyundai of Decatur, Inc.;
Decatur Hyundai Inc.; University
Auto, Inc.; and Jerry Davis, individually;

Defendants.

Civil Action No.: _____

COMPLAINT

For its Complaint, plaintiffs, Bentley Automotive, Inc., Bentley Auto, Inc., and Bentley Group, Inc. state and allege as follows:

THE PARTIES

1. Bentley Automotive, Inc., Bentley Auto, Inc. and Bentley Group, Inc. (collectively "Bentley or plaintiffs") are Alabama corporations headquartered in Huntsville, Alabama, and doing business in Madison County, Alabama.

2. Upon information and belief, defendant, Greenway Automotive Group is a Florida company, doing business in Morgan County, Alabama and the surrounding counties, including Madison County, Alabama. The trade names utilized by Greenway are University Hyundai of Decatur; Hyundai of Decatur, Inc.; Decatur Hyundai Inc. and/or University Auto, Inc. ("Greenway" or "defendants")

3. Upon information and belief, defendant Jerry Davis, (individually “Davis” or collectively “Greenway” or “defendants”) at all times relevant to this Complaint, is General Manager of University Hyundai of Decatur, Inc. in Morgan County, Alabama, and acted individually or in concert with Greenway and/or other individuals at Greenway to commit the acts complained of in this Complaint.

JURISDICTION AND VENUE

4. This action includes claims for false designation of origin and cybersquatting under the provisions of the Lanham Act, 15 U.S.C. §§ 1051, et seq., as well as related claims arising under state law.

5. This Court has subject matter jurisdiction over the Lanham Act claims asserted in this Complaint under 15 U.S.C. § 1125(a) and 28 U.S.C. §§ 1331 and 1338(a). Additionally, the plaintiffs are operating in Madison County, Alabama and have suffered financial injuries within Madison County, Alabama.

6. This Court has personal jurisdiction over the defendants, as Greenway is regularly doing business in Alabama. Davis is, based on information and belief, a resident of Alabama. Greenway also has sufficient minimum contacts with Alabama, and is subject to jurisdiction of this Court under the State of Alabama’s long-arm statute.

7. Venue is proper in Madison County, Alabama under 28 U.S.C. §§1391(b)(1) in that the plaintiffs reside in Madison County, Alabama. Venue is also proper in Madison County because a substantial part of the events giving rise to the claims occurred in and/or were directed at Madison County, Alabama. Specifically, the defendants actions are directed at Madison County, Alabama, and the plaintiffs’ injuries occurred in Madison County, Alabama.

ALLEGATIONS RELEVANT TO ALL COUNTS

The Mark

8. Bentley is a family owned automotive business headquartered in Huntsville, Madison County, Alabama.

9. For four generations, the Bentley family name has been associated with quality automotive sales and services for a variety of manufacturers, makes and models.

10. Bentley has been used as the trade name for Bentley's automotive products, sales, and services in North Alabama since the 1950s.

11. The Bentley family of automotive marks have been continually used to identify Bentley's products and services, including but not limited to a variety of automobile products, sales, and services. Moreover, the Bentley family of trade and service marks are associated with Bentley's automotive dealerships, and no other local dealer has used this name in Madison County, Alabama, or in North Alabama.

12. Bentley has also extensively advertised its products and services through various media and publications, and has expended considerable resources to ensure that only the highest quality products and services are provided in connection with its marks.

13. Whenever Bentley provides or promotes its products or services, it makes a conscious effort to connect the mark with the products and services. Signage is used to identify Bentley dealerships and employees answer the telephone "Bentley." Bentley's stationery, envelopes, business cards, and marketing materials use the marks and associated logos.

14. Bentley also uses its marks to identify and promote its products and services in a number of ways, including but are not limited to community service projects, program

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sponsorships and direct marketing. Bentley also advertises its products and services in publications and newsletters directed toward the markets it serves.

15. Bentley also uses the internet as an advertising medium, and has registered and maintained multiple websites for its automotive products, sales, and services at URL <http://www.bentleyauto.com>, <http://www.bentleyhyundai.com>, <http://www.bentleygmc.com>, <http://www.bentleychevrolet.com>.

16. Bentley's websites describe its products and services and displays the Bentley family name and mark, as well as a logo mark that uses the mark along with a distinctive graphical design.

17. Since the 1950s, Bentley has developed a hard-earned and well-deserved reputation for the quality of its products and services. Great sums of money and substantial human capital have been expended in establishing and promoting its services and the mark.

18. Substantial and valuable goodwill and recognition have been built up in the Bentley mark through extensive use of the mark, and as a result automotive customers have come to closely associate the products and services identified by the mark with a single source – the Bentley family business.

19. Bentley has also vigorously policed unauthorized use of its marks, including but not limited to repeated notices to Greenway regarding its infringement of the Bentley mark.

20. As a result of its efforts, Bentley has established a tremendous amount of goodwill in its marks, and it has established federal statutory and common law rights through the continued use of its marks – including but not limited to its afore-referenced Bentley domain names and URL locators.

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21. Through its use of its family of marks, and particularly the Bentley.COM marks, Bentley has established a secondary meaning in its marks with the consuming public, and its marks are protected by common law, as well as under the Lanham Act.

22. Based upon its actions, Bentley has priority rights, and Greenway's use of the term Bentley is likely to cause confusion in the marketplace as to whether Bentley is associated with Greenway's goods and/or services.

Greenways Wrongful Conduct and Bad Faith

23. On or about November 2015, Hyundai Motors publically announced that it was establishing its Hyundai "Genesis" as a separate luxury automotive brand, and that it would be awarding independent Genesis automotive dealerships.

24. On or about April 8, 2016, Bentley was awarded a letter of intent illustrate its ownership of the Genesis automotive dealership for Genesis automotive sales and services within Bentley's geographical market – including Madison County, Alabama. Provided, however, before Bentley will be officially awarded the dealership/franchise agreement for Genesis, Bentley must perform certain functions, including establishing an internet presence for Bentley Genesis.

25. As a result, Bentley has a contractual business relationship with Genesis for the development of a franchise in Madison County, Alabama. Bentley also has business/contractual relationships with customers and vendors throughout Madison County and North Alabama.

26. Contemporaneously with Bentley's award, and despite Greenway's knowledge of: (i) Bentley's marks and (ii) Bentley's requirements to obtain the franchise dealership; Greenway willfully and intentionally pre-emptively registered Bentley Genesis domain names in April 2016 with ICANN registrar GoDaddy.

27. Following up on its obligations under its letter of intent with Genesis, Bentley attempted to extend its family of automotive marks to include domain registrations for its new Genesis dealership, but was advised that such domains had already been registered by Greenway with GoDaddy.com an ICANN domain name registrar.

28. More specifically, Greenway registered the domain names BentleyGenesis.com, BentleyGenesis.Net and HuntsvilleGenesis.com upon learning of Bentley's award of its Genesis dealership. Prior to this time, Greenway had never used the Bentley name or Huntsville Genesis in any marketing efforts.

29. Greenway also undertook to use said domain names in Uniform Resource Locators (URL) to link to websites at <http://www.BentleyGenesis.com>, <http://www.BentleyGenesis.Net>, and <http://www.HuntsvilleGenesis.com>.

30. Further, Greenway undertook to create pirating links for such URLs so that said "Bentley" domains would re-direct a user looking for Bentley's Genesis dealership to Greenway's University Genesis dealership located in Decatur, Alabama – approximately a 30 minute drive from Bentley.

31. Based on Bentley's continual use of the Bentley family of trademarks and service marks to identify automotive products since the 1950s. Greenway, no doubt, had knowledge of such long and persistent use at the time of its registrations.

32. Greenway provides automotive sales and services to automotive customers in Madison County through its dealership University Hyundai in Decatur Alabama.

33. Greenway's pre-emptive registration of domain names containing the personal Bentley family name was done in bad faith, and with intent to profit from Bentley's marks, or to redirect Bentley's business for its own use.

34. Evidence of Greenway's malicious and willful intent includes Greenway's pre-emptive registration of domain names of other recently awarded Genesis dealerships containing those dealership, and/or family, names; including but not limited to Tameron Genesis and Serra Genesis in Birmingham, Alabama.

35. Greenway's pattern of pre-emptive registration of domain names of other recently awarded Genesis dealerships is direct evidence of Greenway's bad faith and intentional conduct to unfairly compete with other Genesis dealerships and to either harm such dealerships or profit from their trademarks – including Bentley.

36. In an effort to mitigate its injuries, Bentley notified Greenway in writing on August 23, 2016 of its rights in its marks and demanded that Greenway cease and desist from the use of said marks. Greenway did not respond to said notice, nor cancel its infringing domain registrations. A copy of this notice is attached hereto as **Exhibit A**.

37. Based upon Greenway's lack of response, Bentley sent a second written notice on September 9, 2016 to Greenway, again demanding that Greenway cease and desist from the use of said marks. Greenway did not respond to said notice, nor cancel its infringing domain registrations. A copy of this second notice is attached hereto as **Exhibit B**.

38. As of the date hereof, Greenway has not responded to either the August 23rd or September 9th notices from Bentley, nor cancelled its infringing domain registrations, nor stopped its use of the infringing domain registrations or URL locators.

39. Greenways's use of BentleyGenesis.com, BentleyGenesis.Net and HuntsvilleGenesis.com is likely to cause confusion, mistake, and/or to deceive customers that have become familiar with and rely on the Bentley family mark as an identifier of their automotive products and services.

40. By using BentleyGenesis.com, BentleyGenesis.Net and HuntsvilleGenesis.com, Greenway is willfully and intentionally trading upon the goodwill that, at their considerable expense and effort, the Bentley family developed in its marks.

41. By using BentleyGenesis.com, BentleyGenesis.Net and HuntsvilleGenesis.com, Greenway is willfully and intentionally interfering with Bentley's lawful ability to publicize and advertise its lawfully awarded Genesis dealership.

42. The automotive industry is fiercely competitive and has significant economic risk. The initial product launch as well as a well-established internet presence is often critical to the economic success of the product sales and long term viability of the product dealership.

43. Greenway's intentional interference with Bentley's lawful ability to publicize and advertise the launch of its lawfully awarded Genesis dealership, is causing, and will continue to cause, substantial and irreparable harm and injury.

44. Greenway will, unless enjoined, cause immediate, substantial and irreparable harm and injury to Bentley and to the goodwill and reputation represented by the Bentley family of marks for which Bentley currently has no adequate remedy at law.

COUNT I

Intentional Interference With A Business Relationship

45. Bentley restates and incorporates the preceding paragraphs 1 -44 as if fully stated herein.

46. Bentley is a family owned automotive business headquartered in Huntsville, Alabama. Bentley has been used as the trade name for Bentley's automotive products, sales, and services in North Alabama since the 1950s.

47. The Bentley family of automotive marks have been continually used to identify Bentley's products and services, including but not limited to a variety of automobile products, sales, and services. Moreover, the Bentley family of trade and service marks are associated with Bentley's automotive dealerships.

48. Bentley has also used the internet as an advertising medium since its commercial adoption, and has registered and maintained multiple websites for its automotive products, sales, and services at URL <http://www.bentleyauto.com>, <http://www.bentleyhyundai.com>, <http://www.bentleygmc.com>, <http://www.bentleychevrolet.com>. Bentley's websites describe its products and services and displays the Bentley family name and mark, as well as a logo mark that uses the mark along with a distinctive graphical design.

49. Through its use of its family of marks, and particularly the Bentley.COM marks, Bentley has established a secondary meaning in its marks with the consuming public, and its marks are protected by common law, as well as under the federal Lanham Act. Based upon its actions, Greenway's use of the term Bentley has interfered with Bentley's business relationships with its customers and vendors.

50. On or about April 8, 2016, Bentley was awarded the Genesis automotive dealership for Genesis automotive sales and services within Bentley's geographical market – including Madison County, Alabama. Based upon its award of said Genesis dealership, Bentley attempted to extend its family of automotive marks to include domain registrations for its new Genesis dealership, but was advised that such domains had already been registered by Greenway with GoDaddy.com an ICANN domain name registrar.

51. Despite Greenway's knowledge of Bentley's marks, contemporaneously with Bentley's award, Greenway willfully and intentionally pre-emptively registered Bentley Genesis

domain names in April 2016 with ICANN registrar GoDaddy. More specifically, Greenway registered the domain names BentleyGenesis.com, BentleyGenesis.Net and HuntsvilleGenesis.com upon learning of Bentley's award of its Genesis dealership.

52. Greenway also undertook to use said domain names in Uniform Resource Locators (URL) to link to websites at <http://www.BentleyGenesis.com>, <http://www.BentleyGenesis.Net>, and <http://www.HuntsvilleGenesis.com>. Further, Greenway undertook to create pirating links for such URLs so that said "Bentley" domains would re-direct a user looking for Bentley's Genesis dealership to Greenway's University Genesis dealership located in Decatur, Alabama – approximately a 30 minute drive from Bentley. Greenway's pre-emptive registration of domain names containing the personal Bentley family name was done with intent interfere with Bentley's business relationships with its customers and vendors.

53. Greenway's pattern of pre-emptive registration of domain names of other recently awarded Genesis dealerships is direct evidence of Greenway's intentional conduct to interfere with Bentley's business relationships, to unfairly compete with Bentley and to either harm Bentley or profit from their interference with Bentley's business relationships.

54. Greenway, with full knowledge of the relationships described above, has knowingly and intentionally injured Bentley by disrupting its business relationships with Genesis and other prospective customers and vendors. Greenway has acted with the intent to harm Bentley financially and to gain economic advantage over Bentley.

55. Greenway deliberately, willfully, intentionally, and with scienter, interfered with Bentley's business relationships with the purpose and aim of causing intentional harm, injury and damage to Bentley's relationships with its prospective customers and third party vendors.

56. Greenway disparaged the goodwill of Bentley in an effort to harm Bentley's business relationships with its prospective customers and vendors to gain commercial advantage over Bentley.

57. It was foreseeable at all times to Greenway, that its intentional and willful misconduct would result in harm and injury to Bentley's business relationships.

58. Bentley has not authorized Greenway to use any mark similar to the Bentley name or family of marks. As a result, Greenway was not justified in pre-emptively registering said domain names, or using such to divert Bentley customers and vendors to Greenways websites.

59. As a direct and proximate result Greenway's intentional and willful misconduct, Bentley suffered economic financial losses.

COUNT II

Common Law Trademark Infringement (Alabama Common Law)

60. Bentley re-alleges the allegations contained in paragraphs 1-59 above as though set out in full.

61. Bentley's marks have acquired secondary meaning and signifies a certain quality of products and services of a particular provider, so its mark is protected.

62. Greenway intends to use and has used a confusingly similar mark to identify its services.

63. Greenway's activities are likely to confuse customers and other members of the public acting with ordinary care.

64. Greenway undertook similar willful and intentional acts against other recently awarded Genesis dealerships.

65. Greenway's pattern of willful and intentional conduct was intended to unfairly compete with other Genesis dealerships and to either harm such dealerships or profit from their trademarks – including Bentley.

66. Greenway's actions constitute service mark infringement under Alabama common law.

67. Based upon Greenway's intentional harm and bad faith, Bentley has no adequate remedy at law.

68. Unless Greenway's activities are enjoined, Bentley will be damaged in an amount to be proven at trial.

COUNT III

False Designation of Origin

69. Bentley re-alleges the allegations contained in paragraphs 1-68 above as though set out in full.

70. Bentley has used the Bentley family of marks in commerce. The Bentley marks are a distinctive identifier of the automotive products and services it provides under that mark.

71. As a multi-generation family business, the Bentley mark is inherently distinctive. Alternatively, the mark has obtained secondary meaning and has acquired distinctiveness due to its substantial and continuous use since the 1950s to identify its automotive products and services.

72. Bentley has not authorized Greenway to use any mark similar to the Bentley name or family of marks.

73. Greenway has used and will continue to use in commerce marks and designations (including and) in connection with services, advertises and offers or intends to offer in a manner

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that is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of Greenway with Bentley and/or as to the origin or approval of Greenway's services by Bentley.

74. Bentley will be damaged by Greenway's acts of false designation of origin.

75. Pursuant to the law, Greenway is liable to Bentley for Greenway's acts of false designation of origin.

76. No adequate remedy exists at law for the irreparable harm from Greenway's acts of false designation of origin. Bentley is entitled to preliminary and permanent mandatory injunctive relief.

77. Greenway's acts of false designation of origin, if permitted to continue, will continue to cause damage and harm to Bentley. Bentley is, therefore, entitled to a monetary recovery consistent with 15 U.S.C. § 1117(a) in an amount to be proven at trial.

78. Greenway's acts of false designation of origin have been knowing, willful, and in deliberate disregard of Bentley's rights and of Greenway's obligations under both state and federal law. Bentley is entitled to enhanced damages under 15 U.S.C. § 1117(a).

79. Further, Greenway undertook similar pre-emptive registration of domain names of other recently awarded Genesis dealerships containing those dealership, and/or family, names; including but not limited to Tameron Genesis and Serra Genesis in Birmingham, Alabama.

80. Greenway's pattern of pre-emptive registration of domain names of other recently awarded Genesis dealerships is direct evidence of Greenway's bad faith and intentional conduct to unfairly compete with other Genesis dealerships and to either harm such dealerships or profit from their trademarks – including Bentley.

81. Based upon Greenway's intentional harm, it is evident that Greenway has acted in bad faith and Bentley should be awarded reasonably attorneys' fees herein.

COUNT IV

Cybersquatting

82. Bentley re-alleges the allegations contained in paragraphs 1-81 above as though set out in full.

83. Greenway has registered the internet domain names BentleyGenesis.com, BentleyGenesis.Net and HuntsvilleGenesis.com and is using those domain names at its internet websites at URL <http://www.BentleyGenesis.com>, <http://www.BentleyGenesis.Net>, and <http://www.HuntsvilleGenesis.com>.

84. The marks in the internet domain names BentleyGenesis.com, BentleyGenesis.Net and HuntsvilleGenesis.com are confusingly similar to Bentley's marks.

85. At the time of registration of the internet domain name by Greenway, Bentley's marks were distinctive, and remain distinctive.

86. In registering and using BentleyGenesis.com, BentleyGenesis.Net and HuntsvilleGenesis.com, Greenway has a bad faith displayed intent to profit from Bentley's mark, or to unlawfully prevent Bentley from the use of its marks.

87. Bentley will be irreparably damaged by the acts of false designation of origin by Greenway.

88. Pursuant to Alabama and Federal law, Greenway is liable to Bentley for the Greenway's use and registration of the internet domain names in bad faith.

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89. No adequate remedy exists at law for the irreparable harm from Greenway's bad faith registration and use. Bentley is entitled to preliminary and permanent mandatory injunctive relief.

90. In addition to preliminary injunctive relief, a court may order the forfeiture or cancellation of the domain name or the transfer of the domain name.

91. Forfeiture or cancellation of the domain names, or the transfer of the domain names, is appropriate in this case based upon the intentional bad faith actions of Greenway, undertaken to pre-empt the lawful use of the Bentley's family name in association with its multigenerational automotive business.

PRAYER FOR RELIEF

WHEREFORE, Bentley, on all Counts above, prays that this Court:

1. Preliminarily and permanently enjoin and restrain each of the defendants, each of the officers, agents, servants, employees, and attorneys of the defendants, and any other person in active concert or participation with them who receive actual notice of the Court's order, from using the Bentley mark, or any mark or designation confusingly similar to Bentley's marks.

2. Award of compensatory and punitive damages in an amount to be determined by the trier of fact, plus interest, attorneys' fees and costs, and such other, further or different relief to which it may be entitled in law or equity.

3. Award a monetary recovery consistent with 15 U.S.C. § 1117(a) in an amount to be proven at trial.

4. Order the transfer of the domain names BentleyGenesis.com, BentleyGenesis.Net and HuntsvilleGenesis.com to Bentley.

5. Grant such other and further relief as the Court may find to be just and proper.

/David Vance Lucas

David Vance Lucas (LUC006)

G. Bartley Loftin, III (LOF009)

OF COUNSEL:

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Attorneys for Plaintiff

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EXHIBIT A

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David Vance Lucas
Partner
Direct: (256) 517-5131
dlucas@bradley.com

August 23, 2016

Mr. Carl Atkinson
or Chief Legal Officer
Greenway Automotive Group
9001 E. Colonial Drive
Orlando, FL 32817

**CERTIFIED MAIL – RETURN RECEIPT
REQUESTED**

RE: Infringement on Domain Names and Marks of Bentley Auto, Inc.

Dear Mr. Atkinson:

This firm represents Bentley Automotive, Inc. Bentley Auto, Inc. and Bentley Group, Inc. (collectively "Bentley"). Bentley is a family owned automotive business headquartered in Huntsville, Alabama. For four generations, the Bentley family name has been associated with quality automotive sales and services for a variety of makes and models.

Bentley has been used as the trade name for Bentley's automotive products, sales, and services in North Alabama since the 1950s. The Bentley family of automotive marks have been continually used to identify Bentley's products and services, including but not limited to a variety of automobile products, sales, and services.

Moreover, the Bentley family of trade and service marks are associated with Bentley's automotive dealerships. To protect such, Bentley has registered and maintained multiple websites for its automotive products, sales, and services at URL <http://www.bentleyauto.com>, <http://www.bentleyhyundai.com>, <http://www.bentleygmc.com>, <http://www.bentleychevrolet.com>. Through its use of the foregoing family of marks, and particularly the Bentley.COM marks, Bentley has established a secondary meaning in its marks with the consuming public, and its marks are protected by common law, as well as under the federal Lanham Act.

Hyundai Motors previously publically announced that it was establishing its Hyundai "Genesis" as a separate luxury automotive brand, and that it would be awarding independent Genesis automotive dealerships. Bentley was recently awarded a Genesis automotive dealership for Genesis automotive sales and services within Bentley's geographical market. Based upon such, Bentley attempted to extend its family of automotive marks to include domain registrations for its new Genesis dealership, but was advised that such domains had already been registered by you – most egregiously -- the personal Bentley family name itself.

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Mr. Carl Atkinson
Greenway Automotive Group
August 23, 2016
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More specifically, you have registered the domain names BentleyGenesis.com, BentleyGenesis.Net and HuntsvilleGenesis.com. You have also used said domain names in Uniform Resource Locators that link to websites at <http://www.BentleyGenesis.com>, <http://www.BentleyGenesis.Net>, and <http://www.HuntsvilleGenesis.com>.

As noted above, Bentley has continually used the Bentley family of trademarks and service marks to identify automotive products, sales and services since the 1950s. Bentley has also extensively advertised its products and services through various media and publications, and has expended considerable efforts ensuring that only the highest quality services are provided in connection with these marks. Bentley has also vigorously policed unauthorized use of its marks. As a result of these efforts, Bentley has established a tremendous amount of goodwill in its marks, and it has established federal statutory and common law rights through the continued use of its marks – including but not limited to the foregoing domain names and URL locators. Bentley has priority rights, and your use of the term Bentley is likely to cause confusion in the marketplace as to whether Bentley is associated with your goods and/or services.

Federal law provides substantial remedies against bad faith registrants of domain names that are similar to service marks and/or trademarks of others. Your registration of the personal “Bentley” family name is evidence of bad faith pursuant to factors of that law recited in the federal Anti-cybersquatting and Consumer Protection Act, 15 U.S.C. § 1125(d)(1)(B). Such a violation can result in the imposition of statutory damages, which a court could assess against you individually as the registrant of said domain names in an amount of up to \$100,000.00. *See* 15 U.S.C. § 1117(d). Alternatively, Bentley can obtain actual damages as a result of your infringement.

Your registration and use of the afore-referenced domain names is an unauthorized use of Bentley’s family of marks. Further, such unauthorized use is an infringement Bentley’s family of marks and unfair competition under the Lanham Act (15 U.S.C. §§ 1051 et seq.). Remedies under the Lanham Act include not only injunctive relief, but also lost profits, any damages sustained by the owner, and the costs of the action. *See* 15 U.S.C. § 1117. The Lanham Act also awards treble damages for cases of willful infringement. *See* 15 U.S.C. § 1117(a). In exceptional cases of willful infringement, even attorneys’ fees can be awarded. *See* 15 U.S.C. § 1117.

On behalf of Bentley, we demand that you immediately cease and desist from the use of the “Bentley” and related “Genesis” domain names. In particular, you must immediately cease and desist from all use and plans to use said domain names or any other designation which is likely to be confused with Bentley’s family of marks.

In lieu of the foregoing remedies, Bentley is willing to forego further legal recourse if you agree to immediately transfer the domain name to Bentley, without reservation, by a suitable Domain Name Transfer Agreement. Additionally, you must also agree to immediately contact GoDaddy.com, Inc. or such other registrar administering the domain name registrations for the domain names, at your expense, and arrange to have said domains assigned to Bentley.

Mr. Carl Atkinson
Greenway Automotive Group
August 23, 2016
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If you communicate your willingness to undertake the foregoing corrective measures within 10 days, I will provide you with a Domain Name Transfer Agreement for your review and execution. Failing such, Bentley will be compelled to consider additional actions to protect its marks and to obtain said Genesis related domain names. This offer is made strictly in compromise, and Bentley reserves all rights to take any action that appears appropriate in its judgment.

As noted above, prompt resolution of this matter is important to our client and necessary to minimize any further damage to its valuable goodwill and reputation. Please contact me within the next ten (10) business days to discuss the steps you propose to take to eliminate all marketplace confusion, and/or to arrange for the proper assignment of said domain names to Bentley. Similarly, please do not hesitate to have your attorney contact me with any questions regarding this notice.

Best regards,



David Vance Lucas

DVL/pk

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EXHIBIT B



David Vance Lucas
Partner
Direct: (256) 517-5131
dlucas@bradley.com

September 9, 2016

Mr. Carl Atkinson
or Chief Legal Officer
Greenway Automotive Group
9001 E. Colonial Drive
Orlando, FL 32817

**CERTIFIED MAIL – RETURN RECEIPT
REQUESTED**

RE: Second Written Notice of Infringement regarding Bentley Auto, Inc.

Dear Mr. Atkinson:

On August 23, 2016, I sent you written notice to cease and desist from using the domain names and marks of our client, Bentley Automotive, Inc., Bentley Auto, Inc. and Bentley Group, Inc. (collectively "Bentley"). I have received no response to said notice within the time prescribed.

As detailed in my August 23rd notice, Bentley has registered and maintained multiple websites for its automotive products, sales, and services. Through its use of its family of marks, and particularly the Bentley.COM marks, Bentley has established a secondary meaning in its marks with the consuming public, and its marks are protected by common law, as well as under the federal Lanham Act.

As further detailed in my August 23rd notice, Hyundai Motors recently awarded a Hyundai Genesis luxury automotive dealership to Bentley for Genesis automotive sales and services. Your registrations of the domain names [BentleyGenesis.com](http://www.BentleyGenesis.com), [BentleyGenesis.Net](http://www.BentleyGenesis.Net) and [HuntsvilleGenesis.com](http://www.HuntsvilleGenesis.com), and use of such in Uniform Resource Locators that link to websites at <http://www.BentleyGenesis.com>, <http://www.BentleyGenesis.Net>, and <http://www.HuntsvilleGenesis.com> are unlawfully interfering with Bentley's use of the Bentley family name for its recently awarded Hyundai Genesis luxury automotive dealership.

As previously noted, Bentley has continually used the Bentley family of trademarks and service marks to identify automotive products, sales and services since the 1950s, and has expended considerable resources ensuring that only the highest quality goods and services are provided in connection with its marks. Bentley has also vigorously policed unauthorized use of its marks, and has established federal statutory and common law rights through the continued use of its marks – including but not limited to its domain names and URL locators.

Your refusal to cease and desist from the use of the term Bentley will to cause confusion in the marketplace. Further, your registration of the personal "Bentley" family name, and now your lack of response to my August 23rd correspondence, is evidence of a bad faith violation of the federal Anti-cybersquatting and Consumer Protection Act.

Mr. Carl Atkinson
Greenway Automotive Group
September 9, 2016
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This correspondence will be Bentley's final notice and demand that you immediately cease and desist from the use of the "Bentley" and related "Genesis" domain names -- which are likely to be confused with Bentley's family of marks.

Failure to appropriately respond to this notice will compel Bentley to seek legal recourse to protect its rights. Alternatively, Bentley remains willing to forego such actions, if you agree to immediately transfer the domain name to Bentley, without reservation, by a suitable Domain Name Transfer Agreement, together with instructions to GoDaddy.com, Inc. or other registrar to have said domains assigned to Bentley.

Please contact me within ten (10) business days if you desire to avoid further legal repercussions, or have your attorney do so.

Best regards,

A handwritten signature in black ink, appearing to read "David Vance Lucas", with a long horizontal flourish extending to the right.

David Vance Lucas

DVL/pk

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